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11 **UNITED STATES DISTRICT COURT**

12 **EASTERN DISTRICT OF CALIFORNIA**

13 **SACRAMENTO DIVISION**

14 WARIS GILDERSLEEVE, an individual,

15 Plaintiff,

16 vs.

17 CITY OF SACRAMENTO, et al.,

18 Defendants.

Case No.: 2:23-cv-02145-JAM-AC

**Plaintiff Waris Gildersleeve's Responses to  
Defendants' Statement of Undisputed Facts  
in Opposition to Motion for Summary  
Judgment**

Hearing Date: June 17, 2025

Time: 1:00 p.m.

Court: 6

Before the Honorable District Judge John A.  
Mendez

19 Pursuant to Local Rule 260 (b), Plaintiff files this response to defendants' separate statement  
20 of undisputed facts (ECF Doc. 24-2) to support Plaintiff's opposition to defendants' motion for  
21 summary judgment (ECF Doc. 24).

<u><b>MOVING PARTY'S MATERIAL FACTS AND SUPPORTING EVIDENCE</b></u>	<u><b>OPPOSING PARTY'S RESPONSE AND SUPPORTING EVIDENCE</b></u>
<p>1. Gildersleeve began his employment with the City of Sacramento in about 2005 and remained a City employee as of the date of his deposition in January 2025.</p> <p><b>Evidence:</b> Ex. A, p. 13:12-15, 22:20 – 23:15, 128:7-14, 210:1-24.</p>	Undisputed.
<p>2. In 2019, Gildersleeve entered the fire suppression academy and, after graduation from the academy, rotated through stations 43, 4, 15, 6, and 2 in the Sacramento Fire Department.</p> <p><b>Evidence:</b> Ex. A, p. 23:19 – 24:1, 85:10 – 86:4, 128:19-24.</p>	Undisputed.
<p>3. He encountered no racial obstacles/problems at Stations 43, 4, and 2.</p> <p><b>Evidence:</b> See generally First Amended Complaint; Ex. A, pp 86:14-25, 196:18-20.</p>	Undisputed.
<p>4. Brust and Lauchner were Captains at Station 6 during Gildersleeve's probationary rotation.</p> <p><b>Evidence:</b> Ex. A, at 166:15 – 168:17.</p>	Undisputed.
<p>5. Gildersleeve's probationary file contained only a single disciplinary warning issued by Captain Budd in Station 4.</p> <p><b>Evidence:</b> Ex. A, at 175:25 – 176:7; Ex. B. <i>See also</i> Ex. A, at 172:6 – 173:3 [admitting the admonishment might not have been written and indicating inability to find any such writing in his records].)</p>	Undisputed.

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2	6. “Needs improvement” and “unsatisfactory”	Undisputed.
3	ratings in the daily performance records during	
4	the probationary period do not impact the ability	
5	to pass probation at the conclusion of the	
6	probation period.	
7	<b>Evidence:</b>	
8	Declaration of Josh Calista, ¶¶ 2-4. See also Ex.	
9	A, p. 248:7-20 [stating he was told “needs	
10	improvement” grades were typical during	
11	probation].)	
12		
13	7. Gildersleeve does not allege or attribute any	Undisputed.
14	racially offensive statements to Lauchner.	
15	<b>Evidence:</b>	
16	See generally First Amended Complaint. See also	
17	generally Ex. A and Ex. A at 224:18-23, 225:18 –	
18	226:23, 227:19 – 228:9.	
19		
20	8. Gildersleeve concluded that Lauchner acted	Undisputed.
21	dismissively toward Joe Hunter, another black	
22	firefighter, by not verbally acknowledging	
23	Hunter’s statements during dinner conversation.	
24	<b>Evidence:</b>	
25	Ex. A at pp. 228:22 – 229:19. <i>See also id.</i> at	
	230:20-24.	
	9. Gildersleeve does not allege or attribute and	Undisputed.
	racially offensive statements to Brust.	
	<b>Evidence:</b>	
	See generally First Amended Complaint. See also	
	generally Ex. A and Ex. A at p. 215:2-12, 216:25	
	– 218:5, 224:14-17.	

10. Although Captain Brust opposed Gildersleeve's rotation from Station 6 to Station 2, Chief Helvin approved Gildersleeve's rotation from Station 6 to Station 2.	Undisputed.
<b>Evidence:</b> Ex. A at 192:4 – 194:16.	
11. Upon arrival at Station 2, its captains assured Gildersleeve they would disregard prior criticisms of his work.	Undisputed.
<b>Evidence:</b> Ex. A at 195:8 – 196:5.	
12. At a water rescue training in January 2021, Gildersleeve asked for size extra-large wet suit and Lauchner handed him one from a number of suits hanging nearby – Gildersleeve's suit was not pre-marked as specifically for him.	Undisputed.
<b>Evidence:</b> Ex. A at 198:12-24, 199:19 – 200:21.	
13. Upon entering the water, the suit began to leak, so Gildersleeve informed Lauchner of the leak, and Lauchner "went to his truck and grabbed [Gildersleeve] another suit."	Undisputed.
<b>Evidence:</b> Ex. A 202:4 – 203:2.	
14. Gildersleeve did not inform anyone his second suit leaked until after he was injured.	Undisputed.
<b>Evidence:</b> Ex. A at 203:3 – 205:25.	

<p>15. Gildersleeve elected to return to fire prevention and, in 2023, became a senior fire prevention officer.</p> <p><b>Evidence:</b> Ex. A at 22:20 – 23:15, 128:7-14, 210:1-24.</p>	Undisputed.
<p>16. Gildersleeve neither alleged nor testified that he was ever terminated, demoted, suspended, had his pay reduced, or denied promotion.</p> <p><b>Evidence:</b> See generally First Amended Complaint; Ex. A.</p>	Undisputed.

Dated: April 28, 2025

/s/ Manolo Olaso

Manolo Olaso

Law Offices of Johnny L. Griffin, III

Attorneys for Plaintiff Waris Gildersleeve